



# Sacramento Metropolitan Fire District

2101 Hurley Way · Sacramento, California 95825-3208 · Phone (916) 566-4000 · Fax (916) 566-4200

## Request For Formal Bid (RFFB)

Date: December 21, 2009

Subject: The Sacramento Metropolitan Fire District is requesting written bids for:  
the purchase and installation of a standby generator

Submit Written Bid To:

Sacramento Metropolitan Fire District  
Address: 2101 Hurley Way  
City/Zip: Sacramento, Ca 95825-3208  
Attn: Charlotte Tilson  
Title: Board Clerk

Direct Technical Inquiries To:

Contact: George Gravin  
Phone #: (916) 616-2483  
E-mail: [gravin.george@smfd.ca.gov](mailto:gravin.george@smfd.ca.gov)  
Fax #: (916) 566-4179 (faxed and/or e-mailed bids will not be accepted)

Written Bids Shall Be Submitted By:

Date: January 4, 2010  
Time: 4:00 p.m., PST

### **NO EXCEPTIONS**

Late submittals will not be considered. Written bids must be received by the time and at the location specified above. Postmarks will not be accepted. Bids addressed to anyone other than the person specified above under "Submit written Bid to" section will not be accepted. **Note: All submitted bids shall be sealed.**

The Sacramento Metropolitan Fire District intends to award the contract to the lowest, responsive, responsible bid. The Sacramento Metropolitan Fire District reserves the right to reject any or all bids offered in response to this RFFB, and either rebid or take any other action permitted by statute. The District reserves

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the right to negotiate the terms and conditions of any final contract for purchase of the item(s) described herein.

Questions, requests for further information and/or clarification of the bidding process should be directed to:

Purchasing Agent  
Sacramento Metropolitan Fire District  
3121 Gold Canal Dr  
Rancho Cordova, CA 95670  
(916) 859-4517

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\*\*\*\*\***BID AMENDMENT**\*\*\*\*\*

This document shall supersede the previous bid document posted and published on November 21, 2009.

**Scope of Work/Specifications:**

The Sacramento Metropolitan Fire District (SMFD) is soliciting bids for a vendor to provide the required engineering and a county approved, stamped set of drawings along with all other labor, material, site work, and permits to install a standby generator with an automatic transfer switch necessary to provide emergency power at Station 114, 5824 Kelly Way, McClellan Park, California 95652.

A. Fire Station #114's emergency power is provided by a generator shared between the station and an adjacent aircraft hanger within McClellan Park. Our intent is to separate our fire station from this back-up power source and to install our own, new, standby generator. Currently, there is an underground feeder routed from the existing generator location (adjacent to the aircraft hanger), to a 100 amp "E" panel sub-main breaker located inside Fire Station 114's switchgear closet. The successful bidder is to abandon the wiring from the existing generator and transfer switch. The vendor shall run new wiring from the new generator and transfer switch to both the breaker at the switch gear and from the transfer switch to the "E" panel. The existing feeders routed to the "E" panel shall be abandoned and made safe. The loads currently served by the existing 100-amp "E" panel are to remain unchanged. Any abandoned wiring shall be properly removed.

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B. Successful vendor shall construct a generator pad with sufficient capability to hold the selected generator, on the south end of the building. The construction of the pad, and any other site work shall be in accordance with the Air Force Real Property Agency (AFRPA) Encroachment Permit provided by the District. Any excavation spoils must be disposed of by the successful bidder at an approved Class II landfill. The District forecasts the spoils to be less than five cubic yards. Vendor shall be responsible for the removal of landscaping, irrigation, trees, plants, or sprinklers, and the subsequent repair of removed landscape items as required.

C. Successful vendor shall provide and install a self-contained, 40 KW, three phase, diesel powered generator with an automatic transfer switch on the pad, install the necessary protective bollards, and connect the generator to both power sources (electricity and diesel), in accordance with the manufacturer's specifications. The generator shall have a permanently installed skid-mount diesel tank. The capacity of the diesel tank shall be sufficient to provide 24 hours of continuous operation under fully-loaded conditions. Vendor shall provide all materials necessary to complete every aspect of commissioning the generator and transfer switch, including required grounding and bonding for the generator, main switchgear, or "E" panel. Additionally, the transfer switch must have control wiring to the SMUD main to allow the transfer switch to operate automatically.

D. Successful vendor shall disconnect all existing generator connections prior to connecting the new generator's electrical output to the existing "E" panel in the Station. Pricing shall include all piping, feeder wiring and control wiring; all required electrical connections to the generator and transfer switch; all saw cutting and patching of floors, walls, ceilings, and roofs; all miscellaneous generator mounting and supporting hardware, all utility company charges; and any other parts, labor, or miscellaneous materials necessary to complete every aspect of the generator and transfer switch installation.

Conditions:

A. All work shall be completed and invoiced by February 28, 2010, or earlier if possible. Please advise of alternate estimated completion dates upon bid submission if this date is not attainable by your firm.

B. All work must be performed at prevailing wage. Successful bidder will be required to submit a certified payroll upon completion of the work.

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C. Successful bidder shall be required to obtain any and all required building permits and meet all conditions from the County of Sacramento and any other entity with jurisdiction over the site, including the Air Quality Management District (AQMD), and McClellan Park property managers. The AQMD requires a "Permit to Construct" prior to commencing the project and a copy shall be provided to the District before work begins. The District will provide the AFRPA Encroachment Permit. Successful vendor shall prepare and provide any site plans, required engineered plans or drawings, one line diagrams and load calculations to obtain permits. Two additional sets of drawings and copies of all permits shall be provided to SMFD prior to commencing the work. Successful vendor shall provide a copy of completed permits after final approval of work. The cost of all preparation for and obtaining any permits shall be included in price. Vendor's bid documents shall include the specifications for the generator quoted in the price.

D. All work shall meet current building codes, including, but not limited to Title 24, as well as all Occupational Safety and Health Administration (OSHA) requirements.

E. Employees and subcontractors are not guaranteed access to facilities located in the Station, so successful bidder must provide sanitary facilities for the duration of the job.

F. All power disruptions to the station are to be preceded with a 24-hour notice to SMFD station personnel and SMFD facilities division, and are to include the duration of the power outage.

~~\*\*\*\*THIS PROCESS IS COMPLETE. THERE WILL BE NO ADDITIONAL JOB WALKS.\*\*\*\*\*There will be a MANDATORY JOB WALK ON WEDNESDAY, DECEMBER 2, 2009, AT 10:00 A.M. and only vendors who have signed in for the job walk will be allowed to bid. Since the project site has restricted access, vendors must send an e-mail to [gravin.george@smfd.ca.gov](mailto:gravin.george@smfd.ca.gov) or phone (916) 566-4083 at least one day prior to job walk to notify project manager of intent to attend the job walk. The job walk will begin at Station 114 located at 4425 Dudley Boulevard, McClellan, CA. Vendors will meet with the project manager at this site then drive one mile to the restricted access project site.~~

#### **SURETY AS DESCRIBED BELOW WILL APPLY TO THIS PROJECT.**

General requirements:

Vendors must include information in their RFFB, but not limited to, the items listed below:

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1. To be considered, all bids must adhere to the requirements and submit all information requested as listed in Appendix 1: Instructions For Submitting Bid/Proposal.
2. To be considered, all bids must adhere to the requirements and submit all information requested as listed in Appendix 2: General Conditions Of Formal Bid/Proposal.
3. To be considered, all bids must adhere to the requirements and submit all information requested as listed in Appendix 3: Vendor Background.
4. To be considered, all bids must adhere to the requirements and submit all information requested as listed in Appendix 4: Costing.

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**Surety Requirements:**

**X Capital**

The successful bidder, simultaneously with the execution of the construction contract, will be required to furnish a Performance Bond and a Payment Bond in the amount equal to one hundred percent (100%) of the contract price. Only Bonds executed by admitted surety insurers satisfactory to the District and qualifying as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. Bonds shall be submitted in the forms set forth in the bid package.

**□ Consumables**

Bid Security shall be made payable to Owner, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check or bank check or a Bid Bond issued by a Surety.

The Bid Security of the Successful Bidder will be retained until such Bidder has successfully delivered the goods requested. If the successful Bidder fails to deliver the goods within sixty (60) days of the awarding of the Bid, the District may annul the award and the Bid Security of the Bidder will be forfeited. Bid Security of other Bidders will be returned within seven (7) day(s) of the Bid opening.

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**Bid Openings:**

All bids received will be opened at the date, time and location indicated below:

Date: January 5, 2010

Time: 10:00 a.m., PST

Location: Sacramento Metropolitan Fire District

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2101 Hurley Way  
Sacramento, Ca 95825-3208

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## Bidder Submission Instructions

### Bid Submission Packet

To successfully submit a formal bid, bidders are required to submit a sealed bid packet to the location specified in the "Submit Written Bid To" section above. The bid packet shall contain the following documentation:

- The "Request For Formal Bid Document" with signature, date and title at the bottom of each page indicating that the formal bid document, including attachments, was received and read.
- A Written Bid shall be submitted on company letterhead adhering to the specifications identified in the "Scope of Work/Specifications" section of the Request For Formal Bid. The total cost for the requested project/service shall include all applicable costs (tax, shipping, etc.) and a final total.

### Bid Submission Method

Sealed Bids shall be submitted using one of the following methods:

- In Person – hand delivered to the Sacramento Metropolitan Fire District to the address provided in the "Submit Written Bid To" section.
- By mail - using certified or registered mail with return receipt requested, or by overnight delivery services to the address provided in the "Submit Written Bid To" section.

### Upon Bid Award

- Upon Bid Award, the successful bidder shall submit the appropriate Conflict of Interest Statement.
- Upon Bid Award, the successful bidder shall provide proof to the satisfaction of the District of appropriate insurance coverage, such as a Comprehensive General Liability policy, a Professional Errors and Omissions policy, or Worker's Compensation policy, depending upon the nature of the services or personal property requested.
- Upon contract award, it becomes the supplier's responsibility to furnish the personal property or special services meeting the specifications stated. Deviations from these specifications must be stated by the supplier when making a proposal. If not stated, the District assumes that the specifications are going to be met. Deviations are not automatically acceptable and major deviations must be investigated to determine whether or not all bidders should be advised of a specification change and given the opportunity to resubmit bids.

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# APPENDIX 1

## 1. INSTRUCTIONS FOR SUBMITTING BID/PROPOSAL

1. Proposals shall be delivered to:

Sacramento Metropolitan Fire District  
2101 Hurley Way  
Sacramento, Ca 95825-3208  
Attn: Charlotte Tilson  
Board Clerk

2. To be considered, a response must be:
  - Received by the stated closing time, at the address specified in Paragraph #1, above
  - Duly signed by an officer/owner of the bidder's/proposer's company that has binding contractual signatory authority.
3. Bidder/Proposer must submit **three (3) copies** of its response, one (1) clearly marked "Original", the others clearly marked "Copy".
4. Bidder/Proposer is asked to provide as much information as possible when replying to each point throughout the RFFB/RFFP and the Bidder/Proposer must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFFB/RFFP may result in the Bid/Proposal being rejected.
5. Bidder/Proposer is requested to provide contact information to receive bid amendments and changes. Contact information should include: vendor's name, representative's name, phone number, fax number and/or e-mail. Contact information should be forwarded to the Purchasing Agent via e-mail at [martin.debbie@smfd.ca.gov](mailto:martin.debbie@smfd.ca.gov) or by fax to (916) 859-4524

A response submitted **must be in enough detail** to allow the Sacramento Metropolitan Fire District to determine the Bidder's/Proposer's position from the documents received. Every effort should be made to include complete details of services to be provided.



## APPENDIX 2

### 2 GENERAL CONDITIONS OF FORMAL BID/PROPOSAL

#### **2.1 SUBMISSION OF FORMAL BID/PROPOSAL (herein sometimes also referred to as "response")**

- 2.1.1 The conditions herein constitute a part of the RFFB/RFFP and the Bidder/Proposer acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Sacramento Metropolitan Fire District under this RFFB/RFFP by signing the Request for Formal Bid/Proposal form and Appendix 4 Signature Sheet. Responses submitted that do not include a signed Request for Formal Bid/Proposal Form and Appendix 4 Signature Sheet will not be accepted.
- 2.1.2 All communications regarding this RFFB/RFFP should be sent to the Technical Inquiry contact listed on page 1 of the Request for Formal Bid/Proposal. The Sacramento Metropolitan Fire District will assume no responsibility for oral instructions or suggestions. Should the Bidder/Proposer find discrepancies in, or omissions from the specifications, or should the Bidder/Proposer be in doubt as to their meaning, the Bidder/Proposer must notify, in writing, the Technical Inquiry Contact Person, who may, if necessary, send written addenda to all Bidders/Proposers.
- 2.1.3 Each Bidder/Proposer must make full disclosure of any relationship of any employee of the Sacramento Metropolitan Fire District who makes recommendations concerning the selection of Bids/Proposals or any employee who may allot work to, or order supplies from, the successful Bidder/Proposer. In addition, each Bidder/Proposer must reveal any details of ownership or partnership arrangements of any immediate relative employed by Sacramento Metropolitan Fire District.

#### **2.2 BID AMENDMENT AFTER SUBMISSION AND RFFP CLOSING DATE**

- 2.2.1 Bids/Proposals submitted may be withdrawn and re-submitted with amendments prior to the closing date for the RFFB/RFFP. Bid/Proposal amendments submitted in any other manner shall not be accepted or considered by the Sacramento Metropolitan Fire District.
- 2.2.2 Any attempts to amend a submitted Bid/Proposal by way of a letter or facsimile or any other document or means, which would result in a Bid/Proposal being incomplete, ambiguous, inconsistent, or otherwise non-compliant, shall result in the Bid/Proposal being rejected.

#### **2.3 PATENTS**

- 2.3.1 The successful Bidder/Proposer will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the RFFB/RFFP. The successful Bidder/Proposer shall, at its own expense, defend all suits and proceedings instituted against the Sacramento Metropolitan Fire District and indemnify the Sacramento Metropolitan Fire District against any award of damages, demands, losses, charges or costs made against Sacramento Metropolitan Fire District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the successful Bidder/Proposer, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the successful Bidder/Proposer or anyone for whose acts it is liable.
- 2.3.2 If any of the products, documentation, parts or equipment supplied by the successful Bidder/Proposer constitute an infringement of patent or other intellectual property rights and

## **APPENDIX 2**

its use is enjoined, the successful Bidder/Proposer will, at its own expense, procure for the Sacramento Metropolitan Fire District, the right to continue its prior use, replace or modify the supplied item so it becomes non-infringing and meets the Sacramento Metropolitan Fire District's requirements, or pay Sacramento Metropolitan Fire District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the successful Bidder/Proposer or anyone for whose acts it is liable.

### **2.4 GENERAL**

- 2.4.1 The Sacramento Metropolitan Fire District may refuse to award a contract to a Bidder/Proposer who has not complied with applicable State and Federal licensing regulations or bylaws or any other requirements.
- 2.4.2 Each Bidder/Proposer warrants that the products and services it will supply to the Sacramento Metropolitan Fire District conform in all respects to the standards set forth by State and Federal licensing regulations.
- 2.4.3 Headings and titles in the RFFB/RFFP are for convenience only and are not explanatory of the clauses with which they appear.
- 2.4.4 Any references in the RFFB/RFFP to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

### **2.5 INDEMNIFICATION**

- 2.5.1 The successful Bidder/Proposer, by its acceptance of a purchase order, agrees to indemnify and hold harmless, the Sacramento Metropolitan Fire District, its agents and employees from and against all loss or expense that may be incurred by the Sacramento Metropolitan Fire District, its officials, officers, employees and agents as a result of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof arising out of, or as a consequence of, the performance of the work stipulated in the RFFB/RFFP.

### **2.6 COMMITMENT**

- 2.6.1 Bidders/Proposers are advised that no commitment exists under this RFFB/RFFP until such time as the successful Bidder/Proposer receives official written confirmation from the Office of the Fire Chief, in the form of a duly executed contract with the winning Bid/Proposal.

### **2.7 LIMITATION OF LIABILITY**

- 2.7.1 Under no circumstances will a Bidder/Proposer be entitled to consequential damages for any loss of profit or damage to reputation.
- 2.7.2 Under no circumstances will a Bidder/Proposer be permitted to limit their liability to an amount less than two million (\$2,000,000.00) dollars.
- 2.7.3 Under no circumstances will a Bidder/Proposer be entitled to limit special damages.

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### **2.8 ACCEPTANCE OR REJECTION**

2.8.1 The Sacramento Metropolitan Fire District reserves the right to reject any and/or all Bids/Proposals, as well as to cancel the project which is the subject of this RFFB/RFFP. Without limiting the generality of the foregoing, any Bid/Proposal which:

- a. is incomplete, obscure, irregular, unrealistic or non-compliant;
- b. has erasures, ambiguities, inconsistency or correction(s);
- c. omits a price on any one or more items in any Schedule;
- d. fails to complete the information required in any Schedule or tabulation; and
- e. fails to include a duly executed required form

may, at the Sacramento Metropolitan Fire District's sole discretion, be rejected. Furthermore, a response may be rejected on the basis of the Bidders'/Proposers past performance, financial capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the Sacramento Metropolitan Fire District is to obtain a Bid/Proposal most suitable to the interests of the Sacramento Metropolitan Fire District and what it wishes to accomplish. The Sacramento Metropolitan Fire District has the right to waive any irregularity or insufficiency or non-compliance in any Bid/Proposal submitted and to accept the Bid/Proposal which it deems most favorable to its interests or to reject all Bids/Proposals and cancel the RFFB/RFFP.

### **2.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIPP)**

2.9.1 The Sacramento Metropolitan Fire District acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labor relations, scientific or technical information of or about a Bidder/Proposer. The Sacramento Metropolitan Fire District acknowledges and agrees that responses to this RFFB/RFFP are provided in confidence and protected from disclosure to the extent permitted under applicable law.

### **2.10 VENDOR PERFORMANCE AND EXCUSABLE DELAYS**

2.10.1 The successful Bidder/Proposer may be evaluated periodically throughout the course of work and at the end of the project as the case may be. Any evaluations will be shared with the Bidder/Proposer, with the goal of immediate and permanent resolution where problems and concerns occur.

2.10.2 The Sacramento Metropolitan Fire District and Bidders/Proposers acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended, but only for such reasonable period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

### **2.11 COST OF PREPARATION**

2.11.1 Bid/Proposal shall be prepared at the sole cost of the Bidder/Proposer and under no circumstances will the Sacramento Metropolitan Fire District be responsible for these costs.

### **2.12 GIFTS AND DONATIONS**

2.12.1 The successful Bidder/Proposer will ensure and certify that no representative of the successful Bidder/Proposer will extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the Sacramento Metropolitan Fire District.

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The successful Bidder/Proposer will report any attempt by any employee of the Sacramento Metropolitan Fire District to obtain such favors to the Office of the Fire Chief.

### **2.13 CLARIFICATION**

- 2.13.1 The Sacramento Metropolitan Fire District reserves the right to seek clarification from any Bidder/Proposer to assist in the evaluation of its Bid/Proposal.

### **2.14 NEGOTIATION**

- 2.14.1 By submitting a Bid/Proposal, a Bidder/Proposer accepts that a contract may be concluded upon notification by the Sacramento Metropolitan Fire District. However, the Sacramento Metropolitan Fire District reserves the right to negotiate with any Bidder/Proposer the terms and conditions of the Bid/Proposal. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the Sacramento Metropolitan Fire District and the Bidder/Proposer will be released, without penalty, or further obligations other than any surviving obligations regarding confidentiality and the Sacramento Metropolitan Fire District may, at its own discretion, contact other Bidders/Proposers whose Bids/Proposals are considered suitable for the project and attempt to conclude a formal agreement with them.

### **2.15 INTELLECTUAL PROPERTY**

- 2.15.1 The successful Bidder/Proposer represents and warrants that it has the sole and unrestricted right, title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the contract.
- 2.15.2 The successful Bidder/Proposer shall pay all fees associated with the use of the intellectual property, including, but not limited to, license fees and royalties, required for the performance of the contract.
- 2.15.3 The successful Bidder/Proposer shall hold the Sacramento Metropolitan Fire District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the successful Bidder's/Proposers performance of the contract which are attributable to an infringement or an alleged infringement by the successful Bidder/Proposer, or anyone for whose acts they may be liable, of any intellectual property right.
- 2.15.4 If the Sacramento Metropolitan Fire District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Successful Bidder/Proposer, the Successful Bidder/Proposer, at its sole expense, shall:
- (a) procure the right for the Sacramento Metropolitan Fire District to continue using the infringing intellectual property;
- or
- (b) replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the Work generally, all subject to the prior written approval by the Sacramento Metropolitan Fire District.

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### **2.16 RIGHT TO TERMINATE THE CONTRACT**

2.16.1 Any of the following occurrences or acts will constitute a material breach by the successful Bidder/Proposer under the terms and conditions of the contract:

- (a) Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Sacramento Metropolitan Fire District has given the successful Bidder/Proposer notice in writing. If the failure cannot be remedied within fifteen (15) days, then the Sacramento Metropolitan Fire District, at its discretion, may extend, in writing, the time period, or terminate the contract;
- (b) an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties; or
- (c) the appointment of a Receiver for the successful Bidder/Proposer.

In the event either Subparagraphs (b) or (c) occur, as set forth in this Bid/Proposal, the Sacramento Metropolitan Fire District will have the right to terminate the contract immediately, which shall be done in writing and sent to the Bidder/Proposer via certified, U.S. Mail.

2.16.2 Notwithstanding anything contained herein, the Sacramento Metropolitan Fire District may, at any time during the term of the contract, upon giving 30-days written notice to the successful Bidder/Proposer, terminate the contract, if the Sacramento Metropolitan Fire District is of the opinion that the services supplied by the successful Bidder/Proposer are of a unsatisfactory standard to the Sacramento Metropolitan Fire District or that the successful Bidder/Proposer no longer has the financial capability to perform its obligations under the contract. Further, the Sacramento Metropolitan Fire District, in its sole discretion, may terminate the agreement for reasons including, but not limited to, unethical or criminal activities upon giving 7-days written notice to the successful Bidder/Proposer.

### **2.17 NO COLLUSION**

2.17.1 Except as otherwise specified or by reason of a provision of the contractual documents, no person either natural, or corporation, other than the Bidder/Proposer, has or will have any interest or share in its Bid/Proposal or in any award or contract arising out of this RFFB/RFFP. There is no collusion or arrangement between the Bidder/Proposer and any other actual or prospective Bidders/Proposers, in connection with Bids/Proposals submitted in response to this RFFB/RFFP, and the Bidder/Proposer has no knowledge of the contents of other Bids/Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Bid/Proposal.

### **2.18 EXECUTION OF FORMAL AGREEMENT**

2.18.1 If the Bidder's/Proposer's Bid/Proposal is accepted, the Bidder/Proposer may be required to enter into a separate Formal Written Agreement.

2.18.2 The Formal Written Agreement will be prepared by the Sacramento Metropolitan Fire District and provided to the Bidder/Proposer for review. The Bidder/Proposer will endeavor, in good faith and in a timely manner, execute the Formal Written Agreement (Contract) and return the executed document to the Sacramento Metropolitan Fire District.

2.18.3 Absent a separate Formal Written Agreement, the terms and conditions of the Request for Formal Bid/Proposal, including referenced Attachments, will prevail.

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### **2.19 NO WITHDRAWAL OF PROPOSAL**

- 2.19.1 A Bid/Proposal is a specialty instrument by the Bidder/Proposer and is irrevocable. Therefore, it may not be withdrawn after its opening until it has been considered and either rejected or accepted by the District, or the RFFB/RFFP has been cancelled.

### **2.20 ACCEPTANCE OF PROPOSAL**

- 2.20.1 The acceptance of a Bid/Proposal by the Sacramento Metropolitan Fire District will be made by written notice, from the Office of the Fire Chief, addressed to the successful Bidder/Proposer, at the address given in the Bid/Proposal.

### **2.21 EVALUATION CRITERIA**

- 2.21.1 The District retains the option to clarify bid information and/or request on site evaluation of the product from any vendors once the bidding process is closed.
- 2.21.2 The following criteria will be utilized by the Evaluation Team to determine the successful vendor:
- 2.21.2.1 Compliance with mandatory elements of RFFB/RFFP
    - 2.21.2.1.1 No conflict of interest
    - 2.21.2.1.2 Bidder adheres to the instructions of the RFFB/RFFP
  - 2.21.2.2 Service/product compliance with scope of work/specifications
  - 2.21.2.3 Cost

If successful, the Bidder/Proposer may be required to provide: CREDIT CHECKS

- 2.21.3 The successful Bidder/Proposer agrees to allow and authorize the Sacramento Metropolitan Fire District to conduct a credit check. A "Credit Application" form shall be completed and returned to the Sacramento Metropolitan Fire District within 24 hours after receipt by the successful Bidder/Proposer, **if so requested by the Sacramento Metropolitan Fire District.**

### **2.22 PERFORMANCE GUARANTEE**

- 2.22.1 A contract performance guarantee may be required in a form, type and amount, to be mutually agreed upon during contract negotiations between the Sacramento Metropolitan Fire District and the successful Bidder/Proposer.

### **2.23 INSURANCE REQUIREMENTS**

- 2.23.1 The successful Bidder/Proposer shall, during the term of this Agreement and at its own expense, maintain with Insurers, satisfactory to the Sacramento Metropolitan Fire District's General Counsel, the following insurance policies:
- a) A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:
    - i) Sacramento Metropolitan Fire District as an Additional Insured;
    - ii) A Cross Liability clause;
    - iii) Contractual Liability Coverage; and
    - iv) Non-Owned Automobile Liability Clause.

## **APPENDIX 2**

- b) A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the Bidder/Proposer in providing professional services under this Agreement, such insurance policy to be in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by the Sacramento Metropolitan Fire District and the Bidder/Proposer and confirmed in writing, and such insurance shall remain in full force and effect for at least twenty four (24) months after completion of the contract.
- 2.23.2 That said insurance policies shall include a provision for the Sacramento Metropolitan Fire District to be given thirty (30) days prior written notice of cancellation, and thirty (30) days prior written notice of any material change(s) requested by Bidder/Proposer of said insurance policies.
- 2.23.3 The Bidder/Proposer shall furnish documentary evidence, satisfactory to the Sacramento Metropolitan Fire District's General Counsel, of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof.
- 2.23.4 The Bidder/Proposer, and not the Sacramento Metropolitan Fire District, shall be responsible for any deductible that may apply in any of the said insurance policies.
- 2.23.5 The Bidder/Proposer covenants and agrees that the Sacramento Metropolitan Fire District's insurance requirements mentioned above shall not be construed to and shall in no manner limit or restrict the liability of the Bidder/Proposer.

### ***2.24 PROVEN SATISFACTORY PERFORMANCE***

- 2.24.1 The Sacramento Metropolitan Fire District reserves the right to reject any Bid/Proposal based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Sacramento Metropolitan Fire District, or a comparable fire agency. Whether a product meets this requirement shall be at the sole decision of the Sacramento Metropolitan Fire District. The lowest monetary bid of any of the submitted Bids/Proposals will not necessarily be accepted

### ***2.25 WARRANTY***

- 2.25.1 The Bidder/Proposer shall supply information regarding the warranty that the Bidder/Proposer is prepared to offer to the Sacramento Metropolitan Fire District, including the warranty period for each item and all warranty terms and conditions.
- 2.25.2 The warranty and service period shall commence after systems have passed the acceptance testing by the Sacramento Metropolitan Fire District.

## **APPENDIX 2**

### **2.26 MAINTENANCE AND SUPPORT**

- 2.26.1 If applicable, the Bidder/Proposer should supply information regarding maintenance and support available to support the proposed system after the warranty period has elapsed.
- 2.26.2 The Bidder/Proposer should supply a copy of their standard maintenance agreement, if applicable.

### **2.27 INVOICES AND PAYMENTS**

- 2.27.1 The bidder shall submit properly certified invoices to Sacramento Metropolitan Fire District. The invoice(s) shall contain the following information: The purchase order number, item numbers, description of supplies or services, quantities, unit prices, and discounts, if applicable.
- 2.27.2 When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by Sacramento Metropolitan Fire District.
- 2.27.3 Failure to comply with these requirements or to provide an invoice in conformance with this bid document may delay payment.
- 2.27.4 Sacramento Metropolitan Fire District does not anticipate issuing a separate contract to bind both parties to the terms and conditions of this bid. Purchase orders will be issued to the successful bidder as materials are required. The successful bidder's acceptance of the purchase order will be acknowledgment of the bidder's intent to be bound by the terms and conditions as stated in this document.
- 2.27.5 Sacramento Metropolitan Fire District will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by Sacramento Metropolitan Fire District, the invoice may be rejected and returned all items to the bidder at no cost to Sacramento Metropolitan Fire District.
- 2.27.6 No advance payment shall be made for the goods or services furnished by the bidder pursuant to this Contract.
- 2.27.7 Standard payment terms are net 45 days from date of acceptance. Exceptions may be made for discounted early payment terms such as 2%, 10, net 45 days.

### **2.28 NON-EXCLUSIVITY**

- 2.28.1 The Sacramento Metropolitan Fire District may elect to purchase any items listed in this agreement from another vendor if this is beneficial and is in the best interest of Sacramento Metropolitan Fire District in order to fulfil its mission of providing fire and emergency services to the public.

### **2.29 REJECTION OF GOODS OR SERVICES AND REPROCUREMENT COST**

- 2.29.1 After award, Sacramento Metropolitan Fire District representatives shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict



## APPENDIX 2

conformity with the requirements of this bid. All rejected goods or services shall be replaced.

- 2.29.2 Items found defective or not meeting bid specifications shall be picked up and replaced by the successful Proposer at the next service date at no expense to the District. If any item(s) refused are not picked up within one week after notification, the item will become a donation to the District unless otherwise agreed upon by the District.
- 2.29.3 When a Proposer fails to furnish goods or services in accordance with terms of this Contract, and Sacramento Metropolitan Fire District must purchase at a price greater than the contract price, the difference may be charged to the Contractor.
- 2.29.4 All sterile products will have an expiration date of greater than one year unless otherwise agreed upon by the District and Proposer.
- 2.29.5 All products purchased by the District must be new, unused, and the latest model currently available.

## **APPENDIX 3**

### **3 SECTION A - VENDOR QUALIFICATIONS**

#### **GENERAL**

Respond to all information requested in this RFFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address each inquiry. Incomplete proposals may be rejected.

#### **FORMAT**

Your response to this Vendor Questionnaire shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 3.1.1.f., indicate 3.1.1.f. next to that reply, etc.

### **3.1 VENDOR PROFILE**

#### **3.1.1 BACKGROUND**

- a) Firm name and address
- b) Founding date (month and year)
- c) Firm size – staff and client base (i.e., local, regional, statewide, etc.)
- d) Type of business:    ☐ Sole Ownership    ☐ Partnership    ☐ Corporation
- e) Products and/or services provided. Include specialty crews and equipment, if applicable.
- f) Office location from which the work will be provided and the staff allocation at that office.
- g) Number of projects – What is the number of projects your firm has managed during the past 12 months?
- h) How many years has your firm been providing electrical services to commercial accounts?
- i) What was the dollar amount of your largest single commercial contract?
- j) Organization Chart – Include an organization chart of your firm's management structure, tracing field operation personnel to management.
- k) Identify the Project Manager and include his or her e-mail address, telephone, fax, and cellular numbers. List the Project Manager's responsibilities, qualification and experience.
- l) Identify the Supervisors with your firm. Include their e-mail address, telephone, fax and cellular numbers. List the Supervisors' responsibilities, qualification and experience.
- m) Identify key facilities and equipment that your firm has to support the proposed agreement.
- n) List your firm's professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your proposal submittal.

## **APPENDIX 3**

### **3.2. REFERENCES**

- 3.2.1 List three or more current commercial clients and list three or more previous commercial clients who have obtained electrical services from your firm of the same scope as within this bid document. For each of these references, include the organization name, mailing address, and the contact person's name, telephone number and e-mail address.
- 3.2.1 Provide at least one reference of an account that your firm has that requires work to be completed at prevailing wage and the submission of a certified payroll.

### **3.3 STAFFING SUITABILITY**

- 3.3.1 The Sacramento Metropolitan Fire District reserves the right to request the substitution or replacement of vendor employees or subcontractors at any time throughout the service contract. This would be mandatory in areas where there are zero tolerance policies, e.g. substance abuse, or harassment.

### **3.4 WORK SCHEDULE**

- 3.4.1 Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, provide a comprehensive schedule indicating the name(s) of the Subcontractor(s), the portion(s) of work that will be subcontracted, and the approximate date the Subcontractor will be performing the work.

### **3.5 EMERGENCY INFORMATION**

- 3.5.1 List name, telephone number, and e-mail address of person(s) that District personnel may need to contact in case of an emergency after hours, on weekends, and holidays.

### **3.6 LICENSES**

- 3.6.1 Include a copy of your firm's current contracting and engineering license(s).

### **3.7 CERTIFICATE OF INSURANCE**

- 3.7.1 Contractor must have insurance meeting the District's minimum insurance requirements. Actual certificate of insurance, a separate endorsement naming the District as additional insured, Workers' Compensation Insurance Certificate and Waiver of Subrogation (State Compensation Insurance Fund Endorsement 2570) must be furnished to the District Purchasing Agent within fourteen (14) days after notification of award.

## **APPENDIX 3**

### **3.8 FIDELITY BOND**

- 3.8.1 Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required (\$10,000 per occurrence) if awarded a contract. Said bond must be furnished to the District within fourteen (14) days after notification of award.

## APPENDIX 4

### COSTING

This section provides the Sacramento Metropolitan Fire District with a standard method of comparing bid submissions.

Costs will be evaluated separately following the review of the vendor responses. Only responses deemed to meet the Sacramento Metropolitan Fire District's requirements will continue on to a cost evaluation. This costing table format MUST be used for bid submission and MUST be signed in section 4.1.

Prices are to include the possible escalation in cost of materials for (90) days from the bid date. Prices are to include any changes incurred by new interpretations of building codes. Prices are to include all costs of premium time, and overtime. Prices are to include all utility company charges (SMUD, etc.) and all project coordination with the County and the appropriate Fire Marshall. Sacramento Metropolitan Fire District is required to pay sales/use taxes on purchases.

Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the District, if any.

**Table 1: Fee Table**

Description	Total cost
Engineered drawings, County approvals and permit(s) acquisition	
Site prep (including generator pad construction and piping)/landscape finishing work	
Generator and transfer switch **	
Power transfer/distribution	
Other costs (please describe)	
Totals	

\*\*Bid submission must include the manufacturer's name of the generator and include the manufacturer's specifications. If not already equipped on generator, provide cost for visual and audible enunciation for the following conditions: low oil, low coolant, and over-temperature failure.

Provide a separate cost for permanently installed load bank connection points for routine load testing purposes. \_\_\_\_\_

## APPENDIX 4

### Payment schedule

Sacramento Metropolitan Fire District expects to make progress payments upon completion of the following key aspects of the project.

Stage 1: Completion of engineered drawings stamped and approved by the County of Sacramento and the acquisition of all required permits 15%

Stage 2: Site preparation including generator pad construction and piping ready for rough inspection 20%

Stage 3: Delivery of generator and transfer switch 55%

Stage 4: All phases of the project completion including commissioning of the generator 10%

Please provide any exceptions to the proposed payment schedule \_\_\_\_\_

\_\_\_\_\_

### Project timeline

Please provide your start date and finish date for this project. Time is of the essence with this project. This project is grant funded and must be timely completed to meet Sacramento Metropolitan Fire Districts' grant obligations and deadlines for the grant funds.

Estimated date of award is January 14, 2010

Start date \_\_\_\_\_

Completion date \_\_\_\_\_

### Subcontractor list

Bid submissions must include a subcontractor list if subcontractors will be used. The list must include the subcontractor's business name, license number, and contact information.

Bid submission must include a work schedule that includes the time frames as to when the subcontractors will be working.

## **APPENDIX 4**

### **4.1 Signature of Authorized Officers**

The signature of an officer or representative from the proposing company who is authorized to bind the company to the provisions and prices quoted must appear on this Request for Bid/Proposal.

The undersigned vendor hereby submits its quotation upon and subject to the terms and conditions set forth in the RFFB/RFFP.

The undersigned vendor hereby submits its certification, under penalty of perjury, as governed by the laws of the State of California (Penal Code Section 118) that it is in compliance with Sections 2.12, 2.12.1, 2.17, and 2.17.1 as set forth in this Request For Formal Bid/Proposal.

**Vendor**

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**Authorized**

**Officer(s)**

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**Signature(s)**

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**Date**

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